



## State of New Hampshire

### PUBLIC EMPLOYEE LABOR RELATIONS BOARD

AFSCME LOCAL 859, CONWAY SCHOOL  
DISTRICT EMPLOYEES

Petitioner

v.

CONWAY SCHOOL BOARD AND DR. WILLIAM:  
JUTRAS, IN HIS CAPACITY AS  
SUPERINTENDENT

Respondent

CASE NO. A-0453:4

DECISION NO. 89-65

#### APPEARANCES

##### Representing the Petitioner:

Harriett Spenser, AFSCME Staff Representative

##### Representing the Respondents:

Jay C. Boynton, Esq., Counsel

##### Also in attendance:

William A. Jutras, Superintendent  
Erik Crisman, Conway School District  
Robert Kidder, Conway School District  
Ronald A. Light, Local 859, AFSCME  
E. McKowen, Local 859 AFSCME  
M. Tracey Ober, Conway Daily Sun

#### BACKGROUND

AFSCME Local 859 (Union) on July 17, 1989 filed charges of improper practice against the Conway School District (District) alleging a failure to abide by the arbitrator's award in the Ronald A. Light grievance, Case 1139-2367-88, award rendered April 19, 1989 which found the District did violate the collective bargaining agreement when it terminated Mr. Light; the termination was revoked and replaced with a written warning letter dated August 22, 1988; Mr. Light was to be reinstated effective May 1, 1989 without back pay since such remedy was not sought by the Union; and, all references to the April 25, 1988 suspension of Mr. Light was to be removed from his file.

The union stated Mr. Light resumed his duties May 1, 1989 and was assigned to a typical bus route which included both A.M. and P.M. but on May 9, 1989 his assignment was changed and resulted in a reduction in hours worked.

Mr. Light complied with the new schedule, under protest, and filed a grievance. The grievance was processed in compliance with the grievance procedure although the District expressed concern regarding what it claimed was an irregularity and notified the Union it was willing to waive time limits in order that the grievance could be resubmitted.

Counsel for the District in its answer stated the Grievant had not completed the grievance process and that the issue was whether or not the District had a right to assign bus routes for its drivers within management rights provision under 273-A:1, XI.

A hearing in the matter was held in the Board's office in Concord on September 26, 1989 with all parties present.

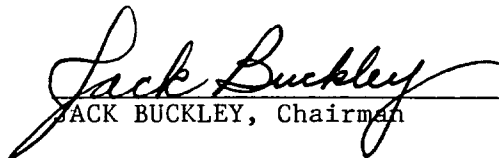
The issue raised at the hearing was the payment of wages to Mr. Light. Mr. Light was being paid for 40 hours per week regardless of hours worked, other employees are paid only for actual hours worked. The District agreed to pay Mr. Light only for actual hours worked.

ORDER

By mutual consent of the parties, this matter is hereby remanded to Arbitrator Richard G. Higgins for clarification of his April 19, 1989 award.

Mr. Higgins is being informed of the remand by copy of this decision.

Signed this 26th day of September, 1989

  
JACK BUCKLEY, Chairman

By unanimous vote: Chairman Buckley presiding. Members present and voting, Seymour Osman and Daniel Toomey. Also present, Executive Director Evelyn C. LeBrun.